**RIDER E**

**PROGRAM REQUIREMENTS**
(Mental Health Services)

The following provisions specify requirements for Adult Mental Health Services and apply to all agreements with the Department.

# I. GENERAL PROVISIONS

**A. Eligibility.** All individuals meeting clinical and programmatic criteria for any Department-funded mental health service are eligible for that service without regard to income, within existing resources. The Provider in accordance with an approved fee schedule or established residential rate may charge a fee.

**B. Service Planning.**

1. The Provider shall use uniform intake and assessment tools and procedures and shall report data elements according to reporting schedules established by the Department. The Provider also shall use and abide by all policies, procedures, and protocols developed by the Department, including, without limitation, procedures and protocols for tracking and reporting (i) grievances and rights violations, and (ii) critical incidents. The Provider shall electronically transmit identified uniform data elements in accordance with specifications established by the Department.

2. The Provider shall abide by and implement the Individualized Support Plan (ISP) policies, procedures, practices, and/or protocols established by the Department for carrying out its approved ISP Plan pursuant to the AMHI Consent Decree, including, without limitation, (i) requirements for supporting Community Integration Service staff in their role of coordinating and monitoring progress on ISPs, and (ii) procedures for completing, reviewing, and submitting ISPs and subsequent 90-day reviews in a timely manner.

**C. Service Standards.** The provision of services to a client shall not be contingent on the receiving of other supports, services, benefits, or entitlements that are available to the general public in their communities. If an individual's assessment for needed services identifies such service, a referral to that service shall be made as well, and any necessary community integration functions will be performed if the individual desires.

**D. Availability of Peer Support.** The Provider is required to give all new clients information regarding services available through NAMI-Maine and other local Peer Support organizations/groups. The Provider is also required to include among their services the referral of family members, with whom the providers

have contact, to area family support groups such as NAMI-Maine. When referring a family member to a family support group the agency shall provide information regarding the group and shall additionally offer to call the support group to give the family member's name and means whereby the support group may contact him or her.

**E. Licensure and Location**

1. The Provider shall maintain a valid Certificate of Licensure as a Mental Health Agency in accordance with 34-B M.R.S.A. § 1203-A and/or other required licensure during the term of this Agreement.

2. The Provider shall make every effort to deliver necessary services where the clients are located, in the event that clients are unable to come to the Provider's office to receive services.

3. The Provider shall report to DHHS Licensing Division and to the DHHS Regional Office all major programming and structural changes in programs funded, seeded, or licensed by DHHS. Any program changes that add, alter or eliminate existing services must be negotiated with the regional office prior to implementation. Major program changes include, but are not limited to, the following: (1) the addition of new services or deletion of existing services; (2) serving a population not served by the agency previously; (3) significant increases or decreases in service capacity as defined by the governing body; (4) significant changes in the organizational structure as defined by the governing body; (5) changes in the executive director or name or ownership of the agency; or 6) relocation of services.

**F. Dual Diagnosis (Mental Illness/Substance Abuse).** In support of the DHHS statewide initiative to *Create a System Welcoming to Patients with Co-occurring Mental Health and Addiction Disorders* the Provider agrees to the following:

1. The Provider shall not deny services to any individual solely on the basis of the individual's having a known substance use/abuse disorder in addition to their mental illness;

2. The Provider shall maintain a written protocol or policy that describes its service approach to individuals with co-occurring mental illness and substance abuse disorder; and

3. The Provider shall ensure that appropriate staff receives training in the interrelationship of mental illness and substances, the identification of available resources, and the referral and treatment process.

**G. Interpretation Services (Communication Access).** The Provider shall determine the primary language of individuals requesting services and ensure that the services are provided either by a bi-lingual clinician or with the

assistance of a qualified interpreter when English is not the primary language. The client shall not be charged for this service.

**H.** **Accessibility for the Deaf and Hard of Hearing.** The Provider shall maintain and periodically test a telecommunications device for the deaf (TTY) that is available and accessible for use by clients and staff for incoming and outgoing calls. The Provider shall ensure that appropriate staff has been trained in the use of the telecommunications device and that the TTY telephone number is published on all of the Provider's stationery, letterhead, business cards, etc., in the local telephone books, as well as in the statewide TTY directory. The Provider, at its expense, shall obtain the services of a qualified sign language interpreter or other adaptive service or device when requested by a consumer or family member. Interpreters must be licensed with the Maine Department of Professional and Financial Regulation in the Office of Licensing and Registration. The Provider shall document the interpreter's name and license number in the file notes for each interpreted contact.

**I.** **Deaf and/or Severely Hard of Hearing.** Providers who serve deaf and/or severely hard of hearing consumers shall:

1. Provide visible or tactile alarms for safety and privacy (e.g., fire alarms, doorbell, door knock light); and
2. Train staff in use and maintenance of all adaptive equipment in use in the program, including but not limited to hearing aids, TTY, fax machine, television caption controls, and alarms.

The Maine Center on Deafness www.mainecenterondeafness.org offers assistance to individuals that need specialized telecommunications devices.

**J.** **Provider Responsibilities: Deaf, Hard of Hearing and/or Nonverbal.** Providers who serve deaf, hard of hearing, and/or nonverbal consumers for whom sign language has been determined as a viable means of communication shall:

1. Provide ongoing training in sign language and visual gestural communication to all staff on all shifts who need to communicate meaningfully with these clients, and shall document staff attendance and performance goals with respect to such training;
2. Develop clear written communication policies for the agency and each program of the agency, including staff sign/visual gestural proficiency expectations and when and how to provide qualified sign language interpretation; and
3. Ensure that staff has a level of proficiency in sign language that that is sufficient to communicate meaningfully with consumers.

**K.** **Background Checks.** The Provider agrees to conduct background checks on all prospective employees, persons contracted or hired, consultants, volunteers, students, and other persons who may provide services under this contract.

Background checks on persons professionally licensed by the State of Maine will include a confirmation that the licensee is in good standing with the appropriate licensing board or entity. The Provider shall not hire or retain in any capacity any person who may provide services under this contract if that person has a record of:

1. any criminal conviction that involves client abuse, neglect or exploitation;
2. any criminal conviction in connection to intentional, knowing or reckless conduct that caused, threatened, solicited or created the substantial risk of bodily injury to another person;
3. any criminal conviction resulting from a sexual act, contact, touching or solicitation in connection to any victim; or
4. any other criminal conviction, classified as Class A, B, or C or the equivalent of any of these, within the preceding two years.

The Provider shall contact child protective services units within State government to obtain any record of substantiated allegations of abuse, neglect or exploitation against an employment applicant before hiring the same. In the case of a child protective services investigation substantiating abuse, neglect or exploitation by a prospective or current employee of the Provider, it is the Provider's responsibility to decide what hiring or other personnel action to take in response to that substantiation, while acting in accordance with licensing standards.

**L. Annual Survey.** All contracted agencies providing Mental Health Services to Adults and Children in the State of Maine are required to participate in the Annual Consumer and Family Satisfaction Survey Project in accordance with the protocols developed by the Department. The surveys will be administered from the 1st of August to the 30th of September. The Department will provide all the survey materials. Provider agencies will be required to assist in the distribution and administration of surveys to all their clients receiving DHHS funded services. The specific survey administration methods will be developed in collaboration with providers through the Data Infrastructure Grant Steering committee.

Three surveys are used for specific populations, including: the Mental Health Statistics Improvement Program (MHSIP) Adult Consumer Survey (for ages 18 and older); the Youth Services Survey for Families (YSSF) (families of children below 12 and younger); and the Youth Services Survey (YSS) (for youth between the ages of 13 and 18). These survey tools were developed and tested at the National level through a collaborative process that included extensive input from consumers and family members. This National development effort, sponsored by the Center for Mental Health Services (CMHS) and the Substance Abuse and Mental Health Services Administration (SAMSHSA), has led to broad use of these surveys by State Mental Health Authorities across the country. These tools have been adopted for nationwide use in all State Mental Health Authorities as part of the National Data Infrastructure Project.

These survey tools are designed to assess consumer and family experiences and satisfaction with their services and supports in several key areas, including:

1) Access to Services; 2) Quality and Appropriateness of Services; 3) General Service Satisfaction; 4) Outcomes (the effect of treatment/services on their lives), 5) Participation in treatment Planning, and 6) Cultural Sensitivity.

## II. CONSENT DECREE COMPLIANCE

**A.** The Provider agrees to provide services in a manner consistent with terms of this section and to work cooperatively with the Department in fulfilling its requirements under the "AMHI Consent Decree" in *Bates vs. DHHS, et al.*, Civil Action No. 89-88 (Me. Superior Ct., Kennebec County), the terms of which are incorporated herein by reference. Nothing elsewhere in this Agreement should be read to restrict or limit requirements in this section

**B.** **All Providers.** All providers of adult mental health services subject to this Rider E shall comply with the following:

1. The Provider shall have in place a grievance policy and procedure in compliance with the Rights of Recipients of Mental Health Services.

2. The Provider shall notify all clients who apply for services of their rights under the AMHI Consent Decree and under the Rights of Recipients of Mental Health Services. Furthermore, the Provider shall notify clients of their right to name a designated representative or representatives to assist them. The Provider shall also provide information to clients regarding available advocacy and peer advocacy programs.

3. The provider shall include clients as voting members of the agency's board of directors.

4. If the client has a community integration worker and an ISP, and if the community integration worker requests, the Provider shall submit a written treatment or service plan to the community support worker on behalf of the client. The written treatment or service plan shall include a description of the service to be provided and any applicable terms included in the ISP. The written agreement shall also include a statement that the Provider agrees that it will not discontinue or otherwise interrupt services which the Provider hereby agrees to deliver to the client, and which are elsewhere described in this Agreement, without complying with the following terms:

    a) The Provider shall obtain prior written approval from the Department for class members;
    b) If written approval is obtained as specified above, and, as a result, services to the client will be discontinued or otherwise interrupted, the Provider shall give thirty days advance written notice to the client, to the client's guardian, if any, and to the client's community integration worker. If the client poses a threat of imminent harm to

persons employed or served by the Provider, the Provider shall give notice which is reasonable under the circumstances;

c) The Provider shall give notice as may be required by law or regulation following the applicable, most stringent of Chapter II of the MaineCare Benefits Manual, DHHS Licensing Regulations, or the AMHI Consent Decree; and

d) The Provider shall assist the client and the client's community integration worker in obtaining the services from another provider.

5. The Provider shall cooperate with the Department in collecting data necessary for the Department to meet its obligations under the AMHI Consent Decree.

6. The Provider shall maintain current client records which chart progress toward achievement of goals and which meet applicable requirements of the settlement agreement, contracts, law, regulations, and professional standards.

7. The Provider shall refer family members of clients to area family support groups. Furthermore, the Provider shall provide information regarding the area family support group and offer to call its support group on behalf of the family in order to arrange contact between the group and the requesting family member.

8. The Provider shall maintain a manual of up-to-date job descriptions for each mental health service position. The job descriptions shall clearly define areas of responsibility, including those required in the AMHI Consent Decree.

9. The Provider shall adhere to the Department's Procedural Guidelines for Mental Health Rehabilitation Technician (MHRT/Community) Certification process dated August 2002 to determine the qualifications for each position in terms of education and experience. The Provider shall verify that its employees have appropriate licensure, certification, or registration.

10. The Provider shall establish a performance evaluation protocol for each mental health service position.

11. The Provider shall verify that all its employees who perform mental health services have received training consisting of, but not limited to:

a) The legal and known rights of persons with mental illness;
b) Identification of, response to, and reporting of client abuse, neglect and exploitation;
c) Specific job responsibilities;
d) The agency mission and philosophy of community integration.
e) Client privacy and confidentiality;
f) Physical intervention techniques, if applicable;

g) The terms of the AMHI Settlement Agreement;
h) The perspectives and values of consumers of mental health services. This portion of the training shall be delivered, at least in part, by consumers;
i) The ISP planning process;
j) Introduction to mental health services systems, including,
    (1) The role of Riverview Psychiatric Center/Bangor Mental Health Institute in the mental health system,
    (2) The responsibilities of various professional and staff positions within the mental health system;
k) Family support services;
l) Principles of Psychosocial Rehabilitation (PSR); and
m) Resources within the mental health service system.

12. The Provider shall not assign staff to duties requiring direct involvement with clients until staff has received the orientation training listed in section II.10.a)-f) above, except where the duties are performed under direct supervision.

13. The Provider shall ensure that employees do not implement physical intervention techniques unless they have received training in this area (Mandt/NAPPI).

14. The Provider shall ensure that all non-medical staff is trained in the identification of adverse reactions to psychoactive medications, first aid, and reporting requirements.

15. The Provider shall ensure that para-professional staff is trained in the basic principles of each of the therapeutic modalities.

16. Specific training may be waived for any employee who the agency verifies has recently received training through prior employment at another licensed community mental health agency in Maine.

17. The Provider shall ensure that professional staff is required to meet the continuing education requirements necessary to maintain their licenses.

18. The Provider shall accept referrals of all AMHI Consent Decree class members for services provided under their contract with the Department except as provided in paragraphs 69 and 277 of the AMHI Consent Decree.

19. The Provider shall assign a community integration worker within three days of the application of a community client. The Provider shall make the client aware of the assignment and shall give the client an appointment stating who has been assigned as a community integration worker and when and where the community integration worker will meet with the client. Within 30 days of application for a community integration worker,

an ISP shall be developed, and it shall be reviewed at least every 90 days.

**C. Providers of Community Integration Services.** All providers of Community Integration Services shall also comply with the following:

1. Community Integration services shall be available face-to-face Monday through Friday during normal business hours of no less than 40 hours per week and shall be based on availability to meet client need.

2. The Provider shall arrange for the assignment of a community integration worker within two days of an inpatient client's application for community integration services.

3. The community integration worker or designated community integration liaison worker assigned to clients in inpatient facilities shall be responsible for participating at hospital treatment and discharge planning meetings and for ensuring that there is coordination between the client's ISP and the hospital discharge and treatment plan while the client is in the facility.

4. If the community integration worker or designated community integration liaison worker cannot attend a treatment or discharge planning meeting in person, the worker shall have regular telephone contact (telephone conference, individual calls) with the client and treatment team members while the client is in the facility.

5. The community integration worker assigned to an inpatient client shall meet with the client within four days of discharge. The community integration worker shall ensure that all of the client's basic health and safety needs are met upon discharge.

6. The community integration worker or community integration liaison worker shall offer clients leaving inpatient facilities the Individualized Support Planning process. Those clients who opt to accept a community integration worker shall have their individualized service plan completed before discharge and reviewed within 30 days thereafter, and then at least every 90 days.

7. The community integration worker and the client shall develop the Individualized Support Plan (ISP) collaboratively, and the community integration worker shall convene ISP meetings as needed. Consent of the client shall be necessary for an ISP meeting to be held without him/her.

8. The community integration worker shall conduct the service planning process in accordance with the requirements of the AMHI Consent Decree and this Rider.

When the service located through the service planning process is to be delivered by a state licensed or state funded agency, the community integration worker

shall request a written treatment/service plan describing the service to be provided, applicable terms of the service plan, and the requirement set forth in subsection II.B.4 above.